

4341
1 BILL NO. S-78-12-07

2 SPECIAL ORDINANCE NO. S-03-79

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5821-78,
5 between the City of Fort Wayne, Indiana
6 and Rieth-Riley Construction Co., Inc. for
7 resurfacing a certain street.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That a certain contract, dated November 22, 1978,
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the
12 Board of Public Works, and Rieth-Riley Construction Co., Inc., for:

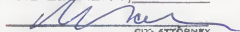
13 resurfacing and restoring pavement on Broadway Avenue
14 from south property line of Creighton Avenue to a
15 point 151' south of Rudisill Boulevard,

16 under Board of Public Works Street Improvement Resolution No. 5821-1978,
17 at a total cost of \$219,103.45, all as more particularly set forth in said
18 contract which is on file in the office of the Board of Public Works and
19 is by reference incorporated herein and made a part hereof, be and the
20 same is in all things hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be effective upon passage
22 and approval by the Mayor.
23
24

25 
26 Councilman

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28
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32
APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____

Henge, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-12-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by _____

seconded by D. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-9-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. J-03-79 on the 9th day of January, 1979

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfred C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 17th day of January, 1979

at the hour of 2:00 o'clock _____

M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-78-12-07

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5821-78,
between the City of Fort Wayne, Indiana and Rieth-Riley Construction
Co., Inc. for resurfacing a certain street

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

1-9-79
DATE

John Nuckols
Paul M. Burns
Winfield C. Moses, Jr.
Donald J. Schmidt
James S. Stier
CITY CLERK

Original
Council 12/2/78

66-251-6 11/2/78

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

CONTRACT

This Agreement, made and entered into this 22 day of November, 1978

by and between _____

RIETH-RILEY CONSTRUCTION CO., INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5821-1978: To improve by resurfacing and restoring pavement

on Broadway - from the south property line of Creighton Avenue to a point 151 feet south of Rudisill Blvd.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5821-1978 attached hereto and by reference made a part hereof.

and at the following price per lineal foot

At the following prices:

Pavement Removal	One dollar and sixty-five cents per square yard	1.65
H.A.C. #9 Binder	Twenty-three dollars and sixty cents per ton	23.60
H.A.C. #11 Binder	Twenty-three dollars and ten cents per ton	23.10
H.A.C. A-2 Surface	Twenty-five dollars and ten cents per ton	25.10
Water Valves Adjust & Set to Grade	Sixty dollars and no cents for each	60.00
Joint & Crack Sealer	Six hundred dollars and no cents per ton	600.00
Catch Basins Adjust & Set to Grade	One hundred sixty dollars and no cents for each	160.00
Manholes Adjust & Set to Grade	One hundred sixty dollars and no cents for each	160.00
New Standard C.B.'s (Complete)	One thousand two hundred sixty dollars and no cents for each	1,260.00
New Standard Manholes	One thousand three hundred eighty dollars and no cents for each	1,380.00
Marshall Verification Tests	One hundred fifty dollars and no cents for each	150.00
Total	Two hundred nineteen thousand one hundred and three dollars and forty-five cents	219,103.45

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5821-1978 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 30, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 1st day of November, 1978

ATTEST:

Ronald L. Miller
Corporate/Secretary
Assistant

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Maurice K. Blair
Maurice K. Blair
ITS: Asst. Manager, Indiana Division
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Armstrong

ATTEST:

Ursula Miller
Secretary and Clerk

Edward W. L. Mar
May A. Scott
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

GUARANTY BOND

Know All Men by These Presents, That we _____

RIETH-RILEY CONSTRUCTION CO., INC. _____ Contractors

as principal, and _____

UNITED PACIFIC INSURANCE COMPANY _____ as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED NINETEEN
THOUSAND ONE HUNDRED AND THREE DOLLARS AND NO CENTS _____

_____ (\$219,103.45)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

RIETH-RILEY CONSTRUCTION CO., INC. _____

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____ Pavement
on Resolution No. 5821-1978: _____ ~~Streets~~ To improve by resurfacing and
restoring pavement on Broadway - from the south property line of Creighton Avenue
to a point 151 feet south of Rudisill Blvd. _____

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

RIETH-RILEY CONSTRUCTION CO., INC. _____ shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 26th day of October

ATTEST:

Ronald L. Miller
Corporate/Secretary
Assistant

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Maurice K. Blair (SEAL)
Maurice K. Blair

ITS: asst. Sec. Mgr. (SEAL)

Approved this 22 day of November, 1978

ATTEST:

Ethel W. Parnan
May J. Scott
Board of Public Works.

Theresa Miller
Secretary and Clerk

UNITED PACIFIC INSURANCE COMPANY

By: Leonard C. Baumann
Leonard C. Baumann, Attorney-in-Fact

LIABILITY BOND

Know All Men by These Presents, That we _____

RIETH-RILEY CONSTRUCTION CO., INC.

as principal, and _____

UNITED PACIFIC INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED

NINETEEN THOUSAND ONE HUNDRED AND THREE DOLLARS AND NO CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$219,103.45)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ 26th _____ day of _____ October _____

ATTEST:

Ronald L. Miller
Corporate Secretary
Assistant

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Maurice K. Blair (SEAL)

ITS: asst. Dir. Insp. (SEAL)

(SEAL)

Approved this 22 _____ day of November, 1978 _____

ATTEST:

Wanda Miller
Secretary and Clerk

Harold L. Maer
May G. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

October 19, 1978

UNITED PACIFIC INSURANCE COMPANY

BY: Leonard C. Bauman
Leonard C. Baumann, Attorney-in-Fact

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Section 37A of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which provisions are now in full force and effect, reading as follows:

SECTION 37A - ATTORNEYS-IN-FACT

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day of October, 1971, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

Asst.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 14th day of March, 1978.

UNITED PACIFIC INSURANCE COMPANY

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia

On this 14th day of March, 1978, personally appeared

W. F. Brunner

Asst.

, to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Section 37A, Section 1 and 2 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

April 7, 19 80

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Company this 14th day of October, 1978

P. D. Crossetta
Assistant Secretary

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5821 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

BROADWAY - From the south property line of Creighton Avenue
to a point 151 ft. south of Rudisill Blvd.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this ✓ day of ✓, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY

THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCT., NOV. AND DEC., 1978, in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.57		6¢		8	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.00	50	3¢+30		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	8¢	6	
GLAZIER	S	10.79		25	40	4	25¢holid
IRON WORKER	S	11.80	90	1.30		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS	7.70-8.70	70	50		9	
	US	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		9	
LATHER	S	10.60		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.90		6¢		8	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS	8.10-11.90	55	65		9	
	US	8.16-10.87	55	65		8	
	S-SS-US	8.16-10.87	55	65		5	
	S-SS-US	8.16-10.87	55	65		5	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	9.74	60	80		2	
PLUMBER & STEAMFITTER	S	12.10	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	11.98	50	60		10	14if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS	9.18-10.13	26.90pw	31.00pw			
	US	9.18-10.13	26.90pw	31.00pw			
	S-SS-US	8.75k-9.35k	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28 DAY OF Sept, 19 78

Wayne T. Kessler
REPRESENTING GOVERNOR, STATE OF INDIANA

Harold W. Williams
REPRESENTING THE AWARDED AGENT

Frank M. Davis
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4314

DIGEST SHEET

TITLE OF ORDINANCE Zoning Ordinance Amendment

3-78-11-60

DEPARTMENT REQUESTING ORDINANCE Long Range Planning & Zoning - CD&PSYNOPSIS OF ORDINANCE The West 40' of Lot #151 in Fairmount Place Addition,
more commonly known as 511 Clermont Drive.EFFECT OF PASSAGE Property is now zoned as R1 - One Family Residential.Property will become R3 - Multiple Family Residential.EFFECT OF NON-PASSAGE Property will remain R1 - One Family Residential.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

(ASSIGN TO COMMITTEE (J.N.) _____)

4341
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. IMP. RES. NO. 5821-78 - BROADWAY - RIETH-
RILEY
CONSTR.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-78-12-07

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5821-78, RESURFACING AND

RESTORING PAVEMENT ON BROADWAY FROM SOUTH PROPERTY LINE OF CREIGHTON AVENUE TO A POINT 151'

SOUTH OF RUDISILL BLVD., RIETH-RILEY CONSTRUCTION CO., INC., CONTRACTOR FOR THE PROJECT, IN THE
AMOUNT OF \$219,103.45.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE RESURFACING OF ABOVE-DESCRIBED STREET

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH RESURFACING AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$219,103.45 FROM '78 MVH & MVH SPECIAL
DISTRIBUTION

ASSIGNED TO COMMITTEE _____